

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4		<b>Page</b> 1 <b>Of</b> 17	
<b>2. Contract (Proc. Inst. Ident) No.</b> W56HZV-04-C-0213		<b>3. Effective Date</b> 2004JAN28		<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> TACOM WARREN BLDG 231 AMSTA-AQ-AHED JEFF SEARLES (586)574-6936 WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL  <b>e-mail address:</b> SEARLESJ@TACOM.ARMY.MIL		<b>Code</b> W56HZV		<b>6. Administered By (If Other Than Item 5)</b> DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451  <b>SCD</b> C <b>PAS</b> NONE <b>ADP</b> PT HQ0339		<b>Code</b> S1403A	
<b>7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)</b>  POWER TEST INC. N60 W14630 KAUL AV. MENOMONEE FALLS, WI. 53051-0927     TYPE BUSINESS: Other Small Business Performing in U.S.				<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				<b>9. Discount For Prompt Payment</b>			
				<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>			<b>Item</b> 12
<b>Code</b> 9W788		<b>Facility Code</b>		<b>To The Address Shown In:</b>			
<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>Code</b>		<b>12. Payment Will Be Made By</b> DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381		<b>Code</b> HQ0339	
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)( )				<b>14. Accounting And Appropriation Data</b> SEE SECTION G			
<b>15A. Item No.</b> SEE SCHEDULE		<b>15B. Schedule Of Supplies/Services</b> CONTRACT TYPE: Firm-Fixed-Price		<b>15C. Quantity</b>		<b>15D. Unit</b>	
				<b>15E. Unit Price</b>		<b>15F. Amount</b>	
				<b>KIND OF CONTRACT:</b> Supply Contracts and Priced Orders			
						<b>FMS REQUIREMENT</b>	
<b>15G. Total Amount Of Contract</b>						\$304,416.84	
<b>16. Table Of Contents</b>							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	11
X	B	Supplies or Services and Prices/Costs	3	<b>Part III - List Of Documents, Exhibits, And Other Attachments</b>			
	C	Description/Specs./Work Statement		X	J	List of Attachments	17
X	D	Packaging and Marking	6	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	7		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	8				
X	G	Contract Administration Data	9		L	Instrs., Conds., and Notices to Offerors	
X	H	Special Contract Requirements	10		M	Evaluation Factors for Award	
<b>Contracting Officer Will Complete Item 17 Or 18 As Applicable</b>							
<b>17.</b> <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				<b>18.</b> <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
<b>19A. Name And Title Of Signer (Type Or Print)</b>				<b>20A. Name Of Contracting Officer</b> LOLA G. GAGE GAGEL@TACOM.ARMY.MIL (586)574-7183			
<b>19B. Name of Contractor</b>  By _____ (Signature of person authorized to sign)		<b>19c. Date Signed</b>		<b>20B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)		<b>20C. Date Signed</b> 2004JAN28	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-C-0213 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 17
<b>Name of Offeror or Contractor:</b> POWER TEST INC.		

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	FEB/2002
(a) Contract Number W56HZV-04-C-0213 is awarded to POWER TEST,INC. (b) The contractor, in it's proposal, provided the following data for the listed clauses in this contract:			
Section E, 52.246-4028, INSPECTION POINT: POWER TEST, INC. N60 W14630 KAUL AVE., MENOMONEE FALLS, WI 53052			
[End of Clause]			
A-2	52.247-4020 (TACOM)	NOTICE -- FAR FOB ORIGIN CLAUSE	FEB/1998
(a). Please carefully review the FAR <u>FOB Origin</u> clause (52.247-29) in this solicitation.			
(b) Paragraph (c) of that clause requires you to perform all the tasks required under the clause at the plant(s) where the supplies will be finally inspected and accepted.			
(c) If facilities for shipment by carrier's equipment aren't available at your plant(s), the clause (with some restrictions) allows you to perform the required tasks FOB at the closest location where you can ship by the carrier's equipment.			
(d) If you don't comply with the requirements of paragraph (c) of the FAR <u>FOB Origin</u> clause, then:			
(1) your bid under a sealed bid acquisition will be non-responsive; or:			
(2) your offer under a negotiated acquisition may be rejected.			
***			

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0213 MOD/AMD	Page 3 of 17
--------------------	---	--------------

Name of Offeror or Contractor: POWER TEST INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 0000-00-000-0000 FSCM: 00000 PART NR: SEE NARRATIVE BOO1 BELOW SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION QUANTITY</u>  NOUN: DYNAMOMETER PRON: J547H758EH      PRON AMD: 01      ACRN: AA AMS CD: VZN001 CUSTOMER ORDER NO: J54VZN01EHJO FMS CASE IDENTIFIER: JO-B-VZN  NOUN:   SEE ATTACHEMENT 1, ITEMS 1 THROUGH 34 FOR A DETAIL DESCRIPTION OF THE WORK COVERED UNDER CLIN 0001AA.  				

**Name of Offeror or Contractor:** POWER TEST INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	SECURITY CLASS: Unclassified				
0002AA	<div>SERVICES LINE ITEM</div> <div>NOUN: SEE NARRATIVE B001 BELOW PRON: J547H799EH      PRON AMD: 02      ACRN: AB AMS CD: VZN002 CUSTOMER ORDER NO: J54VZN02EHJO FMS CASE IDENTIFIER: JO-B-VZN  NOUN:   TEN DAYS FACTORY TRAINING FOR FOUR (4) ENGINEERS OR TECHNICIANS. TRAINING AT THE POWER TEST FACTORY IN THE USA ON TROUBLESHOOTING, MAINTENANCE, FAULT DIAGNOSIS, REPAIR, PREVENTATIVE MAINTENANCE AND ADVANCED SYSTEM OPERATION.  THE JORDANIAN CUSTOMER IS RESPONSIBLE FOR THEIR OWN TRAVEL, LODGING AND MEAL EXPENSES.  (End of narrative B001)  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DLVR SCH      PERF COMPL <u>REL CD</u>      <u>QUANTITY</u>      <u>DATE</u> 001      0      15-SEP-2004  \$      16,450.00  MILSTRIP BJOA9N32979002 APPLIES TO CLIN 0002AA  (End of narrative F001)</div>				\$16,450.00
0003	SECURITY CLASS: Unclassified				
0003AA	<div>SERVICES LINE ITEM</div> <div>NOUN: SEE NARRATIVE B001 BELOW PRON: J547H800EH      PRON AMD: 02      ACRN: AB AMS CD: VZN002 CUSTOMER ORDER NO: J54VZN02EHJO</div>				\$21,315.00



CONTINUATION SHEET	Reference No. of Document Being Continued		Page 6 of 17
	PIIN/SIIN W56HZV-04-C-0213	MOD/AMD	
Name of Offeror or Contractor: POWER TEST INC.			

SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.247-4004 (TACOM)	MARKING REQUIREMENTS FOR EXPORT SHIPMENTS	JAN/1991

Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through air or water terminals to destinations outside the U.S.A. will be marked in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP), and MIL-STD-129, Military Standard Marking for Shipment and Storage. The Contractor agrees to use Government-supplied DD Forms 1387 (Military Shipment Labels) or DD Forms 1387-1 (Military Shipping Tags) for such shipments, as appropriate per the guidance in MIL-STD-129, and agrees to comply with shipping and marking instructions issued by the Administrative Contracting Officer (ACO). The proper marking of export shipments as discussed herein must be accomplished in conjunction with the requirements of FAR 52.247-52, CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS, which is referenced in Section D of this contract.

[End of Clause]

1. PACKING/PACKAGING

BEST COMMERCIAL EXPORT PACKAGING

ITEMS SHALL BE PACKAGED AND MARKED IN ACCORDANCE WITH STANDARD COMMERCIAL PRACTICE AS DEFINED IN ASTM-3951-98.

MARKING OF EXTERIOR PACK TO BE IN ACCORDANCE WITH MIL-STD-129N DATED 97 MAY 15. IN ADDITION TO THE MARKING REQUIREMENTS OF MIL-STD-129N THE OUTER PACKAGE SHALL BE MARKED WITH THE 14 DIGIT MILSTRIP AN THE PART NUMBER.

BAR CODING NOT REQUIRED.

\*\*\* END OF NARRATIVE D 001 \*\*\*

Name of Offeror or Contractor: POWER TEST INC.

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-4028 (TACOM)	INSPECTION POINT: ORIGIN	FEB/1994

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT: \_\_\_\_\_  
POWER TEST, INC.  
N60 W14630 KAUL AVE.  
MENOMONEE FALLS, WI 53501-0927

[End of Clause]

E-4	52.246-4029 (TACOM)	ACCEPTANCE POINT: ORIGIN	OCT/2002
-----	------------------------	--------------------------	----------

We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 8 of 17
	PIIN/SIIN W56HZV-04-C-0213	MOD/AMD	

Name of Offeror or Contractor: POWER TEST INC.

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-29	F.O.B. ORIGIN	JUN/1988
F-3	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
F-4	52.225-4000 (TACOM)	VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES	APR/2000

At least 10 days prior to the first shipment of supplies under this contract, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this contract.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 9 of 17
	PIIN/SIIN W56HZV-04-C-0213MOD/AMD	
Name of Offeror or Contractor: POWER TEST INC.		

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/		OBLG		JOB	ACCOUNTING		OBLIGATED
	AMS	CD/				ORDER	STATION	
<u>ITEM</u>	<u>MIPR</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>		<u>NUMBER</u>		<u>AMOUNT</u>
0001AA	J547H758EH	AA	2	9711 X8242J001X6D1000VZN 001252GJOS20113		4LTJDO	W56HZV \$	266,651.84
	VZN001							
	J54VZN01EHJO							
0002AA	J547H799EH	AB	2	9711 X8242J001X6D1000VZN 002252GJOS20113		4LTJDN	W56HZV \$	16,450.00
	VZN002							
	J54VZN02EHJO							
0003AA	J547H800EH	AB	2	9711 X8242J001X6D1000VZN 002252GJOS20113		4LTJDN	W56HZV \$	21,315.00
	VZN002							
	J54VZN02EHJO							
							TOTAL \$	304,416.84

SERVICE						ACCOUNTING		OBLIGATED
	NAME	TOTAL BY ACRN				STATION		
Army		AA	9711 X8242J001X6D1000VZN 001252GJOS20113			W56HZV	\$	266,651.84
Army		AB	9711 X8242J001X6D1000VZN 002252GJOS20113			W56HZV	\$	37,765.00
							TOTAL \$	304,416.84

PERFORMANCE CERTIFICATION FOR CLINs 0001AA and 0003AA

1. Performance certifier for CLIN 0002AA and 0003AA is:

Major William M. Hunthrop (Mark)  
Army FMS Officer  
Military Assistance Program (MAP) Jordan

Address: US Embassy - Amman  
MAP Unit 70207  
APO, AE 09892-0207

Business Phone: 011 9626 592-0101 ext 2545  
Business Fax: 011 9626 592-0160  
Mobile: 011 962079581549  
E-mail: whunthrop@san.osd.mil

Provide a copy of the invoice/DD250 to the address below;

TACOM  
SNAP #101  
ATTN: Jeff Searles  
Warren, MI 48397-5000

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-04-C-0213 <b>MOD/AMD</b>	<b>Page 10 of 17</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:** POWER TEST INC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-2	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-3	252.225-7013	DUTY-FREE ENTRY	APR/2003
H-4	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-5	252.225-7043	ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES	JUN/1998

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is-

- (1) A foreign government;
  - (2) A representative of a foreign government; or
  - (3) A foreign corporation wholly owned by a foreign government.
- (c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP; telephone, DSN 225-8491 or commercial (703) 695-8491. For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD(SOLIC); telephone, DSN 255-0044 or commercial (703) 695-0044.  
[End of Clause]

H-6	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250 (TACOM)	MAR/2002
-----	-------------	---	----------

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:  
  
DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:  
  
(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
- (c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>  
[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0213 MOD/AMD	Page 11 of 17
Name of Offeror or Contractor: POWER TEST INC.		

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-10	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-11	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-12	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-13	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-14	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-15	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-16	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-17	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-18	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-19	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-20	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-21	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-22	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-23	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-24	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
I-25	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-26	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-27	52.232-1	PAYMENTS	APR/1984
I-28	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-29	52.232-11	EXTRAS	APR/1984
I-30	52.232-17	INTEREST	JUN/1996
I-31	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-32	52.232-25	PROMPT PAYMENT	FEB/2002
I-33	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-34	52.233-1	DISPUTES	JUL/2002
I-35	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-36	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-37	52.242-13	BANKRUPTCY	JUL/1995
I-38	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-39	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-40	52.248-1	VALUE ENGINEERING	FEB/2000
I-41	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-42	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-43	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-44	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-45	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-46	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-47	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-48	252.215-7000	PRICING ADJUSTMENTS	DEC/1991

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 12 of 17
	PIIN/SIIN	MOD/AMD	
Name of Offeror or Contractor: POWER TEST INC.			

	Regulatory Cite	Title	Date
I-49	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-50	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-51	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
I-52	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-53	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-54	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-55	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-56	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-57	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-58	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-59	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR/1984
------	----------	----------------------------------	----------

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-60	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
------	--------------	-----------------------------------	----------

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-C-0213 <b>MOD/AMD</b>	<b>Page 13 of 17</b>
<b>Name of Offeror or Contractor:</b> POWER TEST INC.		

by the DoD at the time of transportation by sea.

- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
  - (ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
  - (7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)
- (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
  - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
    - (i) This contract is a construction contract; or
    - (ii) The supplies being transported are-
      - (A) Noncommercial items; or
      - (B) Commercial items that-
        - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
        - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
        - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
- (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
- (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
  - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 14 of 17
	PIIN/SIIN W56HZV-04-C-0213	MOD/AMD	
Name of Offeror or Contractor: POWER TEST INC.			

letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	QUANTITY	TOTAL
DESCRIPTION	LINE ITEMS		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

INSPECTION OF SUPPLIES - SIMPLIFIED NONSTANDARD ACQUISITION PROGRAM (SNAP)

Under this order, the Contractor orders, receives, inspects, and packs items by part number, i.e. Manufacturer's Part Number, Military Part Number/Technical Data Package, or Military Specification. In either case, the Contractor's inspection shall be limited to verification that the part number received is the part number ordered. The Contractor shall keep a record of all information regarding orders, (i.e. but not limited to, award of order, date of order/quantity and with whom placed, date of receipt of order/quantity and from whom, date of inspection and count of the item by contractor, and the date of shipment and how shipped. This record shall be held for one year after this order is terminated.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-04-C-0213 <b>MOD/AMD</b>	<b>Page 15 of 17</b>
<b>Name of Offeror or Contractor:</b> POWER TEST INC.		

Notwithstanding the above, the Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this order.

The Government Representative shall determine the type and extent of Government inspection at the time of submission for acceptance, taking into account the criticality of the item presented and the inspection performed by the contractor. All items are to be new unless otherwise specified in the order. At a minimum, inspection of supplies offered for acceptance under this agreement shall consist of an examination by the Government to determine that the items:

- (i) conform with the purchase description as to type and kind;
- (ii) are present in the correct quantity;
- (iii) are not damaged;
- (iv) are operable, if operability is readily determinable; and
- (v) are correctly marked and packaged.

The Government Quality Assurance Representative (QAR) shall sign the contractor's prepared Material Inspection and Receiving Report (DD250).

INTERCHANGEABLE/REPLACEMENT ITEMS FOR PART NUMBERS (EXCLUDING COMMUNICATION AND AVIATION PARTS AND SUPPLIES)

Unless approved by the Contracting Officer in advance of award, Original Equipment Manufacture (OEM) must be provided. Substitution, interchangeable, and NON-OEM replacement parts are acceptable provided the item is the same in form, shape, fit, and function as the OEM product, it meets the physical characteristics of the original item, (i.e. volts, watts, ect), and the Contracting Officer has approved it in advance of award. The contractor's will identify on their quotes and on the Material Inspection and Receiving Report (DD250) the requested part number and the part number that is being provided. The contractor will be responsible for all items shipped that do not meet the performance characteristics of the requested item and replace the item at no cost to the Government or to the SA customer.

AVIATION PARTS

Aviation parts must be traceable to the OEM and must be FAA certified or conformance to a military specification demonstrated. Aviation items cannot be shipped under a Certificate of Conformance.

WARRANTY

- When applicable, any warranty received from the Original Equipment Manufacturer (OEM) will be passed on to the user (country). The contractor shall include the warranty documents with the item required. A copy of the warranty shall also be furnished to the Contracting Officer and maintained in the purchase order file. See Block 5A of this order for address of the Contracting Office.
- When requested, the contractor shall facilitate the Government & SA customer to insure that any warranty provisions are satisfied.

EXPORT LICENSE AND CUSTOMS CLEARANCE GUIDANCE FOR FMS CUSTOMERS

50302 U.S. DOD SPONSORED SHIPMENTS OF FMS MATERIAL

A. U.S./DOD Exemption from Export Licensing. Under certain conditions, no license is required for the export of defense articles or defense services made by an agency of the USG. When DOD sponsored FMS material is shipped through the DTS or GBLs or other transportation documents, or by DOD-owned, controlled, or arranged transportation, with the destination country, the DOD is exempt from the requirement for an Export License and the completion of the Shipper's Export Declaration. Under no circumstances will these exemptions be extended to shipments made by a foreign government.

B. Annotation of Transportation Documents. When DOD retains custody of the shipment and transportation responsibility until arrival of the shipment at the overseas port of discharge of the destination country, under the conditions defined above, and when movement is offered under Delivery Term Code 6, 7, and 9 all GBLs and other transportation documents issued to cover movement of such shipments will be annotated ( APPLICABLE MILITARY DEPARTMENT )

SPONSORED FOREIGN MILITARY SALES SHIPMENT-- NO EXPORT DECLARATION OR LICENSE REQUIRED 22 cfr 126-4(A) APPLICABLE . The signature of the issuing officer of the GBL/Document will serve as a certification of this statement. NOTE: Under no circumstances will this annotation be made on GBL(s) or other transportation documents for FMS shipments made through or by a forwarding agent or by any representative of a foreign country.

C. Reporting of FMS Export Shipments. All U.S./DOD sponsored shipments of FMS export material moving overseas within the DTS or under U.S./DOD auspices and control, identified by Delivery Term Codes 6, 7, and 9 will be reported monthly by MTMC to the Foreign Trade Report to satisfy the export date requirements of the U.S. Department of Commerce.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-C-0213 <b>MOD/AMD</b>	<b>Page 16 of 17</b>
<b>Name of Offeror or Contractor:</b> POWER TEST INC.		

50303 SHIPMENTS OF UNCLASSIFIED FMS PURCHASED MATERIAL THROUGH COUNTRY REPRESENTATIVE OR FREIGHT FORWARDERS.

A. Policy. The Department of State has established policy and procedures in the ITAR, Section 126.6, relative to the permanent export of unclassified defense articles purchased on a government to government basis under the FMS program. This section of the ITAR provides for Form DSP-94 (Table 503-1) to be used instead of an export license for shipments through commercial channels of unclassified defense articles sold under the FMS program.

B. Country/freight Forwarder Requirements. To make use of DSP-94, freight, forwarders must be registered with the Office of Munitions Control (OMC), file a letter with OMC from the foreign embassy or government appointing them as forwarding agents for that government's shipments, and file a statement with the OMC assuming full responsibility for compliance with the ITAR.

C. Procedures are in Section 126.6 of the ITAR.

50304 FMS CUSTOMER RESPONSIBILITY.

A. General. Upon execution of an LOA, the foreign country authorized representative must file necessary documentation with the Department of State to permit legal export of FMS material from the U.S. by the country freight forwarder.

B. Export Customs Clearance. It is the foreign country's responsibility to obtain export customs clearance for all FMS material exported from the U.S. except when it is moved under USG auspices.

EVALUATION CRITERIA FOR SIMPLIFIED NONSTANDARD ITEM ACQUISITION REQUISITIONS (SNAP)

(a) Unless otherwise specified, award will be made to that offeror who has submitted the lowest price quotation.

(b) In making awards against urgent-requisitions, the Government reserves the right to select as the best value that quotation containing the best delivery terms, provided that (i) such terms are significantly superior to those contained in other quotations, and (ii) any price premium that may be charged for the superior delivery is considered to be reasonable. In any event that delivery terms will be considered as part of the evaluation, the contractor will be notified per the request for quotations.

Maintenance of Shipping Documentation

All contractors participating in the Simplified Nonstandard Acquisition Program (SNAP) must maintain shipping documentation for two years from the date of shipment. All documentation should include the 14 digit document number and be clear and easy to read. The required documentation would include items such as Material Inspection and Receiving Report (DD250), Government Bill of Lading (GBL) and private company shipping records.

H-516 "Use of Government Owned Facilities on a Rent Free Basis".

\*\*\* END OF NARRATIVE I 001 \*\*\*

Name of Offeror or Contractor: POWER TEST INC.

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	SPECS AND PARTS LIST		011	
Attachment 002	WARRANTY		001	